O'MELVENY & MYERS LLP

October 10, 2003

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Marlene H Dortch
Secretary
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554
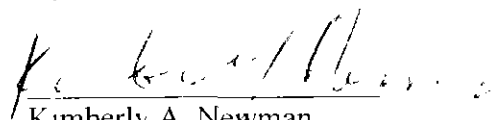
Re: **_WC Docket No. 02-359_**

Dear Ms Dortch

Enclosed for filing in the above-captioned proceeding are an original and four copies of the Joint Decision Point List and Verizon Virginia Inc 's Designation of Witness and Exhibits. In addition, we are enclosing eight copies for the arbitrator   Thank you

Sincerely,

Kimberly A Newman
of O'Melveny & Myers LLP

cc Stephen 1 Perkins
    Martin W Clift. Jr
    Richard U Stubbs
    Ms Terri Natoli
    Mr Jeremy Miller
    Mr Brad Koerner
    Mr Marcus Maher
    Mr Richard Lerner
    Mr John Adams
    Ms Margaret Dailey

Before The
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of	)	
	)	
Petition of Cavalier Telephone, LLC	)	
Pursuant to Section 252(e)(5) of the	)	WC Docket No 02-359
Communications Act for Preemption	)	
of the Jurisdiction of the Virginia State	)	
Corporation Commission Regarding	)	
Interconnection Disputes with Verizon	)	
Virginia, Inc. and for Arbitration	)	

VERIZON VIRGINIA INC.'S DESIGNATION OF WITNESSES AND EXHIBITS

Verizon Virginia Inc. ("Verizon") hereby submits its witness and exhibit lists in compliance with the Bureau's Order establishing procedures for this arbitration.

Verizon generally designates as exhibits its direct and rebuttal testimony, with attachments thereto, as follows:

Date	Testimony	Issue
September 23, 2003	Panel Testimony of Donald Albert, Peter D'Amico, Rosemarie Clayton, and Alice Shocket	C2, C9, C10, C14, C27
September 23, 2003	Testimony of William H Green, III	C6
September 23, 2003	Testimony of Thomas Maguire	C12
September 23, 2003	Testimony of Gregory Romano	C25
September 23, 2003	Testimony of Jonathan Smith	C3, C4, C5, C17, C21, C24
September 23, 2003	Panel Testimony of R Michael Toothman and Stephen C Spencer	C18
September 23, 2003	Testimony of Alan Young	C16
October 9, 2003	Rebuttal Testimony of Louis Agro	C25, C27
October 9, 2003	Panel Rebuttal Testimony of Donald Albert, Peter D'Amico, Rosemarie Clayton, and Alice Shocket	C2, C9, C10, C14, C27
October 9, 2003	Rebuttal Testimony of William H Green, III	C6
October 9, 2003	Rebuttal Testimony of Thomas Maguire	C12
October 9, 2003	Rebuttal Testimony of Gregory Romano	C25
October 9, 2003	Rebuttal Testimony of Jonathan Smith	C3, C4, C5, C17, C21, C24
October 9, 2003	Panel Rebuttal Testimony of R. Michael Toothman and Stephen C Spencer	C18
October 9, 2003	Panel Rebuttal Testimony of Alan Young	C16

Verizon designates the following subject matter expert witnesses, as follows:

Issue	Witness(es)
C2	Don Albert Peter D'Amico
C3	Jonathan Smith
C4	Jonathan Smith

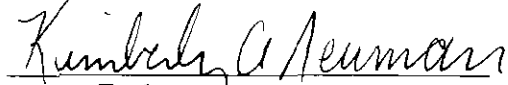| C5	Jonathan Smith
C6	William Green
C9	Rosemarie Clayton
C10	Donald Albert Alice Shocket
C12	Thomas Maguire
C14	Donald Albert Rosemarie Clayton
C16	Alan Young
C17	Jonathan Smith
C18	Michael Toothman Stephen Spencer
C21	Jonathan Smith
C24	Jonathan Smith
C25	Gregory Romano Louis Agro
C27	Rosemarie Clayton Louis Agro

In addition, Verizon reserves the right to designate additional exhibits from the discovery produced by Cavalier on October 10, 2003.

Verizon makes these designations with the understanding that they do not include demonstrative exhibits or those exhibits to be used or introduced for impeachment purposes on cross-examination Moreover, should the Bureau permit future filings or witness substitutions, Verizon reserves its rights to supplement or amend this designation

DATED: October 10, 2003

Michael E Glover
    Of Counsel

Respectfully submitted,

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Panel Witness Designation

DIRECT TESTIMONY FILED 9/23/2003	
Witness	**Testimony**
Donald Albert	Page 1, lines 5-16; page 3 lines 4-9; page 3, lines 13-16; page 4, lines 3-14; page 5, line 14 to page 6, line10; page 7, lines 1-5; page 15, line 1 to page16 line 4; page 16, lines 15-19; page 17, line 16 to page 19, line 15; page 20, line 13 to page 21, line 2, page 22, line 16 to page 26, line 2; page 26, lines 15-19; page 30, line 16-18.
Peter D'Amico	Page 1, lines 17-24; page 3 lines 4-6; page 3, lines 13-16, page 4 line 19 to page 5, line 13; page 6, line 11 to page 7, line 5; page 30, line 16-18.
Rosemarie Clayton	Page 2, lines 1-15; page 3, lines 6-10; page 3, line 17 to page 4, line 2; page 4, lines 8-16; page 7, line 6 to page 14 line 9, page 24, line 18 to page 25 line 18; page 26, lines 3-14; page 26, line 20 to page 30, line 18.
Alice Shocket	Page 2, line 16 to Page 3, line 2; page 3 lines 7-8; page 4, lines 3-7; page 14, line 10 to page 16 line 14; page 16, line 20 to page 19, line 3; page 19, line 17 to page 20, line 12; page 21, line 3 to page 23, line 18; page 30, line 16-18.
Michael Toothman	Page 1, lines 4 to 16; Page 2, lines 3 to 15; Page 2, line 16 to Page 4, line 19, Page 10, line 16 to Page 13, line 10.
Stephen C. Spencer	Page 1, line 17 to Page 2, line 2; Page 2, lines 3 to 15; Page 4, line 20 to Page 10, line 15; Page 13, lines 8 to 10.
REBUTTAL TESTIMONY FILED 10/10/2003	
Donald Albert	Page 1, lines 3 to 5, Page 2, lines 1-24, Page 3, lines 1-15, Page 4, lines 1-26, Page 11, lines 15-25, Page 12, lines 1-17, Page 13, lines 1-26, Page 14, lines 1-9, Page 16, lines 1-6, 12-17, Page 17, lines 1-26, Page 18, lines 1-19, Page 19-20, all lines, Page 21, lines 1-9, Page 25,

	lines 3-5
Peter D'Amico	Page 1, lines 6 to 9, Page 3, lines 16-22, Page 4 lines 18-26, Page 25, lines 3-5
Rosemarie Clayton	Page 1, lines 10 to 15, Page 5, lines 4-25, Pages 6-10, all lines, Page 11, lines 1-5, Page 14, lines 11-24, Page 15, lines 1-20, Page 16, lines 7-11, 18-24, Page 17, lines 20-26, Page 18, lines 1-19, Page 21, lines 10-20, Page 22-25, all lines.
Alice Shocket	Page 11, lines 7-14, Page 12, lines 18-22, Page 25, lines 3-5
Michael Toothman	Page 1, lines 1 to 5, Page 1, lines 9 to 13; Page 1, line 14 to Page 7, line 17; Page 12, line 4 to Page 13, line 6; Page 13, lines 7 to 8.
Stephen C. Spencer	Page 1, lines 6 to 8; Page 1, lines 9 to 13; Page 7, line 18 to Page 12, line 3; Page 13, lines 7 to 8; Rebuttal Testimony Exhibit A.

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
Issue C2: Should Verizon be required to compensate Cavalier for out-of-pocket expenses incurred in response to Verizon network rearrangements (such as tandem re-homing)? (§ 9.6).	**9.6 - Network Rearrangements.** If either Party rearranges its network in a manner which makes it necessary for the other Party to move existing facilities or establish new facilities in order to maintain the same level of service and interconnection as existed before the rearrangement, then the Party making the rearrangement shall compensate the other Party for the reasonable costs that the other Party incurs in accommodating the rearrangement, unless both Parties reach agreement in writing as to a different allocation of such costs	Cavalier believes that each party should compensate the other party for out-of-pocket expenses incurred as a result of network rearrangements, such as tandem re-homing. In particular, Cavalier believes that it should be compensated when a Verizon tandem re-homing requires Cavalier to maintain duplicate facilities to two tandems over an extended period of time	9.6 - No proposed language	Cavalier's proposed Section 9 6 would require Verizon to pay for Cavalier's own network rearrangements whenever they relate in some way to changes that Verizon has to make to its own network (*Albert Panel Direct, page 4, line 20 to page 5, line 3*)

Cavalier's proposed language would inappropriately shift its costs of interconnection to Verizon (*Albert Panel Direct, page 5, lines 2-3*)

Rearrangements such as tandem re-homing clearly benefit all carriers (*Albert Panel Direct, page 5, line 16 to page 6 line 6*)
No state has ever required Verizon to subsidize network rearrangement costs for CLECs (*Albert Panel Direct, page 7, lines 1-5*) Because of the parties' interconnection architecture, Verizon bears the larger proportion of network rearrangement costs (*Albert Panel Direct, page 6 line 11-21*)

Delays associated with rearrangements involving many carriers are caused by each of the participating carriers, not just Verizon (*Albert Panel Rebuttal, page 2, lines 20-23*) |
| **Issue C3: Should meet-point billing be improved as set forth in Cavalier's** | **1.12(b)** - "Carrier Identification Code" or "CIC" is a numeric code assigned by the North American | Cavalier believes that Verizon's meet-point billing procedures need to be revised so that | 1.12(b) - No proposed language.

1.46 - No proposed language. | Verizon's proposed contract language requires it to provide information to Cavalier consistent |

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Virginia arbitration petition? (§§ 1.12(b), 1.46, 1.48, 1.62(a), 1.87, 5.6.6, 5.6.6.1, 5.6.6.2, and 7.2.2)	Numbering Plan (NANP) Administrator for the provisioning of selected switched services The numeric code is unique to each entity and is used to route the call to the trunk group designated by the entity to which the code was assigned 1.46 - "Jurisdiction Information Parameter" or "JIP" is a numeric code included in the Initial Address Message for a call, as specified in American National Standards Institute (ANSI) standard T1 113 3 §3 23A The procedures for the JIP are specified in ANSI T1 113 4 §2 1 10C The Address Signal field of the JIP identifies the originating local network for the call 1.48 - "Local Routing Number" or "LRN" is a 10-digit number in the Service Control Point (SCP) database maintained by the Numbering Portability Administration Center (NPAC), used to identify a switch with ported numbers 1.62(a) - "Operating Company Number" or "OCN" is a four-place alphanumeric code that uniquely identifies providers of local telecommunications service and is required of all service providers in their submission of utilization and forecast data	Cavalier receives sufficient information to bill the appropriate originating or transiting party who sent it traffic	1.48 - No proposed language 1.62(a) - No proposed language (Cavalier renumbered Verizon's proposed 1 62(a)) 1.87 - "Tandem Transit Traffic" or "Transit Traffic" means Telephone Exchange Service traffic that originates on Cavalier's network (either as a facilities-based carrier or through Cavalier's purchase of unbundled Network Elements), and is transported through a Verizon Tandem to the Central Office of a CLEC, ITC, Commercial Mobile Radio Service ("CMRS") carrier, or other LEC that subtends the relevant Verizon Tandem to which Cavalier delivers such traffic substantially unchanged In these cases, neither the originating nor terminating Customer is a Customer of Verizon "Transit Traffic" and "Tandem Transit Traffic" do not include or apply to traffic that is subject to an effective Meet-Point Billing Arrangement 5.6.1 - Terms and Conditions for Meet Point Billing are addressed in Section 6 only 5.6.6 - Each Party shall pass Calling Party Number ("CPN") information on each call carried over the Interconnection Trunks	with guidelines set by the industry's Ordering and Billing Forum ("Industry Guidelines") in accordance with the *Virginia Arbitration Order* (*Smith Direct, page 2, lines 12-14*) Cavalier's proposals impose additional requirements for providing billing data on Verizon which the Bureau has previously rejected and which unfairly punish Verizon for deficiencies in information that is generated by the originating carrier (*Smith page 2, lines 14-19*) Verizon does not control the completeness or accuracy of the information it receives from other carriers and that Verizon, in turn, passes to Cavalier for billing (*Smith Direct, page 3, lines 2-3, lines 18-20*) Thus, Cavalier's proposal to penalize Verizon financially if Cavalier does not receive its desired information makes no sense (*Smith Direct, page 6, lines 5-8, lines 12-15*) Cavalier's proposals, if adopted, would effectively gut the Industry Guidelines (*Smith Direct, page 3, line 1*) When an originating carrier routes local and access traffic to Verizon over a single trunk, there is nothing that Verizon, as the transit carrier,

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	1.87 - "Tandem Transit Traffic" or "Transit Traffic" means Telephone Exchange Service traffic that originates on either Party's network or the network of another carrier (competitive local exchange carrier, independent telephone company, commercial mobile radio service (CMRS) carrier, or other local exchange carrier) and is transported through either Party's switch that performs a tandem function to either Party or another carrier that subtends the relevant switch (performing a tandem function), to which such traffic is delivered substantially unchanged. "Transit Traffic" and "Tandem Transit Traffic" do not include or apply to traffic that is subject to an effective Meet-Point Billing Arrangement 5.6.1 - Additional Terms and Conditions for Meet Point Billing are addressed in Section 6 5.6.6 - To facilitate accurate billing to the originating carrier, each Party shall pass sufficient information to allow proper billing, in the form of Calling Party Number ("CPN"), CIC, LRN, OCN, and/or JIP information on each call, including Transit Traffic, carried over the Interconnection Trunks. The Parties agree to use appropriate information in the form of CPN, CIC, LRN,		Except as set forth in Sections 4.2.7.15(c) and 5.7.6.9 of this Agreement with respect to the determination of V/FX Traffic (as such traffic is defined in Section 4.2.7.15(c)) and billing of applicable charges in connection with such V/FX Traffic, the Parties agree to use CPN information as set forth below. 5.6.6.1 - If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the Reciprocal Compensation Traffic termination rates, Measured Internet Traffic rates, intrastate Switched Exchange Access Service rates, intrastate/interstate Transit Traffic rates, or interstate Switched Exchange Access Service rates applicable to each relevant minute of traffic, as provided in this Agreement (including Exhibit A and applicable Tariffs), for which CPN is passed. For the remaining (up to five percent (5%) of) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at Reciprocal Compensation Traffic termination rates, Measured Internet Traffic rates, intrastate Switched Exchange Access Service rates, intrastate/interstate Transit Traffic rates, or interstate	It is common for Verizon local traffic to be routed over access trunks *(Smith Rebuttal, page 2)* None of the alleged billing deficiencies that Cavalier raised in its testimony prevent Cavalier from properly and accurately billing the originating carrier *(Smith Rebuttal, page 2, lines 14-17)* Since only interexchange carriers are assigned CIC codes, passing CIC information on 100% of calls is not possible. The OBF has addressed the passage of proper information when a CIC code is not available. Verizon passes information in accordance with these industry guidelines *(Smith Rebuttal, page 4, lines 7-17)* The practice of billing based on factors is widely used and accepted throughout the industry *(Smith Rebuttal, page 5, lines 6-15)* The evidence on which Cavalier relies to support its contract language does not identify any systematic billing problems – Cavalier offers billing records from one day (chosen by Cavalier), and the majority of the data that

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	OCN, and/or JIP information, as set forth below **5.6.6.1** - If one Party passes sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP, on ninety-five percent (95%) or more of the calls that it sends to the other Party, then the receiving Party shall bill the originating carrier the Reciprocal Compensation Traffic termination rates, Measured Internet Traffic rates, intrastate Switched Exchange Access Service rates, intrastate/interstate Transit Traffic rates, or interstate Switched Exchange Access Service rates applicable to each relevant minute of traffic (including for the Parties, the rates specified in Exhibit A and applicable Tariffs), for which sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP, is passed For the remaining (up to five percent (5%) of) calls without sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP information, the receiving Party shall bill the other carrier for such traffic at Reciprocal Compensation Traffic termination rates, Measured Internet Traffic rates, intrastate Switched Exchange Access Service rates, intrastate/interstate Transit Traffic		Switched Exchange Access Service rates applicable to each relevant minute of traffic, as provided in this Agreement (including Exhibit A and applicable Tariffs), in direct proportion to the minutes of use of calls passed with CPN information **5.6.6.2** - If the originating Party passes CPN on less than ninety-five percent (95%) of its calls, the receiving Party shall bill the higher of its intrastate Switched Exchange Access Service rates or its interstate Switched Exchange Access Service rates for that traffic passed without CPN which exceeds five percent (5%), unless the Parties mutually agree that other rates should apply to such traffic For any remaining (up to five percent (5%) of) calls without CPN information, the receiving Party shall bill the originating Party the higher of its interstate Switched Exchange Access Service rates or its intrastate Switched Exchange Access Services rates for all traffic that is passed without CPN, unless the Parties agree that other rates should apply to such traffic **6.3.9** - Cavalier shall provide Verizon with the Originating Switched Access Detail Usage Data (EMI category 1101XX records), recorded at the Cavalier	Cavalier analyzes comes from Cavalier's own switch (*Smith Rebuttal, page 5, line 20 to page 6, line 2*) Verizon cannot selectively block transit traffic based on the information that is passed to Verizon by an originating carrier, but Verizon can cease routing transit traffic to Cavalier entirely, if Cavalier so chooses (*Smith Rebuttal, page 7, lines 8-11*) It is not possible to fix a problem that affects the entire industry by penalizing Verizon for following standard industry practices (*Smith Rebuttal, page 7, line 24 to page 8, line 2*)

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	rates, or interstate Switched Exchange Access Service rates applicable to each relevant minute of traffic (including for the Parties, the rates specified in Exhibit A and applicable Tariffs), in direct proportion to the minutes of use of calls passed with sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP **5.6.6.2** - If one Party passes sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN. OCN, and/or JIP, on less than ninety-five percent (95%) of its calls, the receiving Party shall bill the other Party the higher of its intrastate Switched Exchange Access Service rates or its interstate Switched Exchange Access Service rates for that traffic passed without sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP, which exceeds five percent (5%), unless the Parties mutually agree that other rates should apply to such traffic For any remaining (up to five percent (5%) of) calls without sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP, the receiving Party shall bill the other Party the higher of its interstate Switched Exchange		end office switch, on magnetic tape or via such other media as the Parties may agree, no later than ten (10) business days after the date the usage occurred **7.2.2** - Transit Traffic may be routed over the Interconnection Trunks described in Sections 4 and 5 Cavalier shall deliver each Transit Traffic call to Verizon with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of those CLASS Features supported by Verizon and billing functions In all cases, each Party shall follow the Exchange Message Interface ("EMI") standard and any applicable industry guidelines with respect to any exchange of records between the Parties For such Transit Traffic, Verizon shall also provide billing information sufficient to allow proper billing of such Transit Traffic to the extent the originating carrier provides such information to Verizon and the provision of such billing information is consistent with industry guidelines	

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	Access Service rates or its intrastate Switched Exchange Access Services rates for all traffic that is passed without sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP, unless the Parties agree that other rates should apply to such traffic. Notwithstanding any other provision of this Agreement, if the receiving Party is not compensated for traffic passed without sufficient information to allow proper billing of traffic, in the form of CPN, CIC, LRN, OCN, and/or JIP, then the other Party must cease routing such traffic from its switch(es) to the receiving Party upon ten (10) days' written notice to the other Party. If the receiving Party is not compensated for such traffic, and the other Party does not cease routing such traffic upon ten (10) days' written notice from the receiving Party, then the receiving Party may cease receiving or terminating such traffic immediately, without further notice or any liability whatsoever to the other Party. **6.3.9** - Cavalier shall provide Verizon via SS7 signaling adequate information to allow Verizon to generate billable call records from its own switch(es), no later than ten (10) business days after the date the usage occurred			

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	7.2.2 - Transit Traffic may be routed over the Interconnection Trunks described in Sections 4 and 5 Each Party shall deliver each Transit Traffic call to the other Party with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of those CLASS Features supported by the receiving Party and billing functions In all cases, each Party shall follow the Exchange Message Interface ("EMI") standard and exchange records between the Parties For such Transit Traffic, each Party shall also deliver other necessary information consistent with industry guidelines, such information shall be sufficient to allow proper billing of such Transit Traffic, including but not limited to CPN, CIC, LRN, OCN, and/or JIP information			
Issue C4: Should Cavalier be required to pay the unspecified charges of non-parties to the agreement, as determined at the sole discretion of such non-parties? (§ 7.2.6)	7.2.6 - Each party shall pay the other party for Transit Service that the paying party originates, at the rate specified in Exhibit A, plus any additional charges or costs that the terminating CLEC, ITC, CMRS carrier, or other LEC, properly imposes or levies on the compensated party for the delivery or termination of such traffic, including any Switched Exchange Access Service charges	Cavalier does not believe that either party should be liable for unspecified third-party charges, without limiting the manner in which such charges are accessed and without any reciprocal obligation for each party to pay any properly billed third-party charges	7.2.6 - Cavalier shall pay Verizon for Transit Service that Cavalier originates at the rate specified in Exhibit A In the event Verizon bills Cavalier for charges or costs that the terminating CLEC, ITC, CMRS carrier, or other LEC imposes or levies on Verizon for the delivery or termination of Cavalier traffic, Verizon will, upon Cavalier's request, work cooperatively with Cavalier to dispute such charges or costs with	This issue involves transit calls that Cavalier originates and then sends to a Verizon tandem, which Verizon sends to a third carrier for termination on behalf of Cavalier (*Smith Direct, page 11, lines 11-12*) If Verizon is billed by the terminating carrier, it should be able to pass these charges on to the originating carrier, Cavalier – the only party with a direct relationship with the customer and therefore the party that is

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
			the terminating CLEC. ITC. CMRS carrier or other LEC In the event the Commission or a court or arbitrator of competent jurisdiction orders Verizon to pay (in whole or in part) charges or costs that the terminating CLEC, ITC, CMRS carrier, or other LEC imposes or levies on Verizon for the delivery or termination of Cavalier traffic, Cavalier will reimburse Verizon in full for the charges or costs that Verizon is ordered to pay In addition, regardless of the outcome of any such dispute over charges or costs imposed or levied on Verizon for the delivery or termination of Cavalier traffic, Cavalier shall reimburse Verizon in full for the actual costs, including reasonable attorneys' fees, Verizon incurred in connection with disputing and/or defending against the charges or costs levied by the CLEC, ITC, CMRS carrier or other LEC

7.2.7 - If or when a third party carrier's Central Office subtends a Cavalier Central Office, then Cavalier shall make available to Verizon a service arrangement equivalent to or the same as Tandem Transit Service provided by Verizon to Cavalier as defined in this Section 7 2 such that Verizon may terminate calls to a Central Office of a CLEC, ITC, CMRS carrier, or other LEC that | responsible for the charges associated with the customer's calls (*Smith Direct, page 11, lines 13-17*)

Verizon is willing to dispute charges from the terminating carrier that Cavalier feels were not "properly imposed," provided that Cavalier indemnifies Verizon for any charges that are determined to be legitimate This alternative enhances Cavalier's administrative efficiency, but without forcing Verizon to pay charges that are Cavalier's responsibility (*Smith Direct, page 12, lines 13-17*)

Verizon also agrees in principle to make the parties' transit obligations reciprocal, but proposes to reflect those reciprocal obligations in a single section rather than in multiple sections, as Cavalier proposes (*Smith Direct, page 12, lines 19-20, page 13, lines 2-3*) |

REVISED JOINT DECISION POINT LIST
CAVALIER v. VERIZON
CC DOCKET NO. 02-359

DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
			subtends a Cavalier Central Office ("Reciprocal Tandem Transit Service") Upon Verizon's request, Cavalier shall provide such Reciprocal Tandem Transit Service arrangements under the terms and conditions no less favorable than those provided in this Section 7 2	
Issue C5: Should Verizon be required to render affirmative but reasonably limited assistance to Cavalier in coordinating direct traffic exchange agreements with third parties? (§ 7.2.8)	7.2.8 - Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic Each party shall provide affirmative but reasonably limited assistance to assist the other party in negotiating direct and reciprocal traffic exchange agreements with any carriers to which that party originates, or for whom that party terminates, traffic Such affirmative but reasonably limited assistance shall consist of timely providing information, timely responding to inquiries, and (to the extent that other time and resource demands allow) participating in discussions and negotiations with third parties Such affirmative but reasonably limited assistance shall also be limited to situations in which the party providing such assistance is materially involved in the exchange of traffic that is subject to the direct and reciprocal traffic exchange	Cavalier believes that each party should help the other party negotiate direct traffic-exchange agreements with third parties, when that other party is involved through issues such as the payment of reciprocal compensation for transited traffic	7.2.8 - Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic Upon request, Verizon shall provide to Cavalier names, addresses and phone numbers of points of contact of CLECs, ITCs, CMRS providers and/or other LECs with which Cavalier wishes to establish reciprocal Telephone Exchange Service traffic arrangements in the Commonwealth of Virginia, provided that Verizon has such information in its possession In the event Cavalier makes commercially reasonable efforts to initiate negotiation of a direct and reciprocal traffic exchange agreement with a CLEC, ITC, CMRS carrier or other LEC and such efforts are not successful, Verizon will, upon Cavalier's written request (including, without limitation, a statement detailing such Cavalier efforts), make	Nothing in the Act requires ILECs to help CLECs negotiate traffic exchange agreements with third-party carriers (*Smith Direct, page 13, lines 11-13*) Verizon's proposed language provides that it will not hamper any negotiations between Cavalier and carriers for whom Verizon provides transit services (*Smith Direct, page 13, lines 13-15*) Cavalier can invest in resources to analyze the data that Verizon provides through its signaling stream and billing tapes (*Smith Direct, page 14, lines 10-12*) Verizon's proposal to provide Cavalier the names, addresses and phone numbers of points of contact of carriers with which Cavalier wishes to establish traffic arrangements in Virginia (provided that Verizon has such information in its possession) provides the "reasonably limited assistance" that Cavalier claims to seek

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DISPUTED ISSUES	CAVALIER PROPOSED CONTRACT LANGUAGE	CAVALIER RATIONALE	VERIZON PROPOSED CONTRACT LANGUAGE	VERIZON RATIONALE
	agreement that the other party is negotiating or seeking to negotiate In no instance shall either party's assistance be required when it is manifestly and objectively clear that the other party is merely refused interconnection by a third party in a way that could be timely and effectively redressed by action of the Virginia State Corporation Commission or some other forum		commercially reasonable efforts to assist Cavalier in scheduling a conference call and/or a meeting between Cavalier and such third party carrier Notwithstanding any provision here, in no event shall Verizon be required to participate in interconnection negotiations, mediations, arbitrations, hearings, litigation or the like involving Cavalier and a third party carrier, or to take any actions in connection therewith, except as explicitly set forth in this Section 7 2	*(Smith Direct page 13 lines 20-23. page 14 lines 20-21)* Cavalier's anecdotal evidence does not support its position Lengthy interconnection negotiations can occur for a variety of reasons, the most common of which is the fact that the parties' goals and bargaining tactics differ Furthermore, Cavalier fails to account for the fact that Cox had the same information that Cavalier was seeking as Verizon *(Smith Rebuttal. page 8, line 21 to page 9, line 5)]*
Issue C6: Should Verizon effect appropriate changes to its E911 traffics and procedures to accommodate the provision of some E911-related services by CLECs such as Cavalier, as set forth in Cavalier's Virginia arbitration petition? (§§ 7.3.9, 7.3.10)	**7.3.9** - Verizon and Cavalier will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E911 arrangements Further, within sixty (60) days from the effective date of this agreement, Verizon and Cavalier shall send a joint letter to the PSAPs, county or municipal coordinators explaining technical, operational, and compensation procedures applicable to each party regarding the 911/E911 arrangements **7.3.10** - Cavalier will compensate Verizon for connections to its 911/E911 pursuant to Exhibit A However, Verizon shall not charge the PSAPs or any county or	Cavalier has long been refused payment for E911-related services because of municipal concerns about "double billing," and Cavalier believes that Verizon should be required to cooperate with Cavalier to notify municipalities of the type of services offered by each carrier, and to make any necessary adjustment of charges needed to reflect functions performed by Cavalier	**7.3.9** - Verizon and Cavalier will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E911 arrangements **7.3.10** - Cavalier will compensate Verizon for connections to its 911/E911 pursuant to Exhibit A	Cavalier proposes that Verizon modify its E911 *retail* tariff, which is not a matter that the Bureau should decide in an arbitration proceeding under Sections 251 and 252 of the Act *(Green Direct, page 2, lines 2-4)* The Virginia SCC has already initiated a proceeding to address how parties should tariff retail charges for E911 *(Green Direct, page 2, lines 8-9)* That proceeding, rather than this arbitration, is the appropriate place for Cavalier's issues to be decided *(Green Direct, page 2, lines 10-11)* Cavalier's E911 rates are not connected to Verizon's E911 rates Verizon's E911 tariff provides for the recovery of fixed costs Verizon

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	municipal coordinators for any 911/E911 functions that Cavalier performs Until Verizon Tariff No 211, Section 14 C is updated to provide for adjusted charges that properly account for Cavalier's performance of any 911/E911 functions, Verizon shall reduce its charges to PSAPs or county or municipal coordinators to reflect the applicable Cavalier charges for 911/E911 functions performed by Cavalier, or Verizon shall enter into some other arrangement agreed to by Cavalier and the PSAPs or county or municipal coordinators to the same effect			incurs as the administrator of the E911 system Verizon's fixed E911 costs do not decrease when a competitor also offers E911 service (*Green Direct page 5, lines 10-12*) Verizon's E911 costs are not consumer-specific and do not decrease as customers move to Cavalier or any other CLEC (*Green Direct, page 5, lines 7-10*) Cavalier's recovery of its E911 costs from its retail customers is a matter between Cavalier and those retail customers, and does not involve Verizon (*Green Direct, page 5, lines 5-8*) The E 9-1-1 functions that Cavalier performs do not replace the functions for which Verizon charges local governments in Virginia (*Green Rebuttal, page 3, lines 5-6*) Since Verizon does not charge Virginia local governments providing E 9-1-1 service for the costs incurred when Verizon puts customer information into the E 9-1-1 database, when Cavalier wins a customer and takes over this function, there is no basis for the claim that Verizon should reduce its E 9-1-1 charges (*Green Rebuttal, page 3, lines 11-17*) Since Verizon maintains the E 9-1-

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				1 database for all telephone subscribers in Virginia when a customer moves from Verizon to Cavalier. Verizon s costs are unchanged Verizon's E 9-1-1 database still must store that customer's information and make it available to the local government providing E 9-1-1 service to that customer (*Green Rebuttal, page 3, lines 20-23*)
Issue C9: Should the agreement include language to address inconsistency between the results obtained by Verizon and by Cavalier from the loop prequalification database, to allow Cavalier to provide xDSL services on loops over 18,000 feet in length, and do adopt pricing for loop conditioning and loops used by Cavalier to provide xDSL service? (§§ 11.2 and Exhibit A)	**11.2 – Loops** Subject to the conditions set forth in Section 11 7, Verizon shall allow Cavalier to access Loops unbundled from local switching and local transport as required by Applicable Law, in accordance with the terms and conditions set forth in this Section 11 2 The following enumeration of specific loop types in this Agreement does not preclude Cavalier from requesting, to the extent Verizon is required to provide under Applicable Law, additional Loop types The available Loop types are as set forth below **11.2.1** - "2-Wire Analog Voice Grade Loop" or "Analog 2W" provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals and loop-start signaling The service is more fully described in Verizon TR-72565, as	Cavalier believes that appropriate rates, terms, and conditions should govern the provision of loops over which Cavalier provides xDSL and other services The specific sub-issues are (i) Cavalier requests that the industry standards be accurately reflected, meaning principally that ANSI T1E1 4 should be used for spectrum management, (ii) Cavalier wants to offer Reach DSL on loops up to 30,000 feet, with no binder limitations that are stricter than or in conflict with ANSI T1E1 4, (iii) Cavalier requests a maintenance interval on xDSL loops equivalent to the interval on UNE DS1 loops, (iv) Cavalier wants Verizon to provision a 4-wire UNE DS1 loop when Cavalier orders it, without Verizon reserving the option of providing a 2-wire loop, and (v) Cavalier proposes a "customer version" to	**11.2.12** - "Digital Designed Loops" are comprised of designed loops that meet specific Cavalier requirements for metallic loops over 18k ft or for conditioning of ADSL, HDSL, IDSL, SDSL or BRI ISDN (Premium) Loops "Digital Designed Loops" may include requests for A) a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft , unloaded, with bridged tap(s) removed, at Cavalier's option, B) a 2W ADSL Loop of 12k to 18k ft with bridged tap(s) removed, at Cavalier's option, C) a 2W ADSL Loop of less than 12k ft with bridged tap(s) removed, at Cavalier's option, D) a 2W HDSL Loop of less than 12k ft with bridged tap(s) removed, at Cavalier's option, E) a 4W HDSL Loop of less than 12k ft with bridged tap(s) removed, at Cavalier's option, F) a 2W Digital Designed	Verizon proposes xDSL loop qualification language that is consistent with what Verizon offers other CLECs in Virginia, and contains the same tools that the Virginia SCC and the Commission have already approved (*Albert Panel Direct, page 7, lines 8-10*) Cavalier struck all of Verizon's language regarding the DSL loop qualification process, but proposes no alternative language (*Albert Panel Direct, page 7, lines 10-12*) Cavalier's apparent rejection of the loop qualification process is at odds with numerous Commission rulings (*Albert Panel Direct, page 8, line 19 to page 9, line 12*) By deleting all of Verizon's loop pre-qualification language, Cavalier cannot even obtain the loops necessary to offer data service to its customers (*Albert Panel Direct, page 9, line 23 to page 10 line 1*)

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	revised from time to time. If "Customer-Specified Signaling" is requested, the service will operate with one of the following signaling types that may be specified when the service is ordered loop-start, ground-start, loop-reverse-battery, and no signaling. Customer-specified signaling is more fully described in Verizon TR-72570, as revised from time to time. **11.2.2** - "4-Wire Analog Voice Grade Loop" or "Analog 4W" provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals. The service will operate with one of the following signaling types that may be specified when the service is ordered loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. The service is more fully described in Verizon TR-72570, as revised from time to time. **11.2.3** - "2-Wire ISDN Digital Grade Loop" or "BRI ISDN" provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN 2B1Q line code, as described in ANSI T 1601-1998 and Verizon TR 72575, as revised from time to time. In some cases, loop extension equipment	compensate Cavalier if Verizon's loop qualification process denies loop qualification for a customer for Cavalier DSL but qualifies the loop for a Verizon DSL customer. Cavalier has provided Verizon with a revised version of its proposed § 11 2 8(a) and expects to provide Verizon with revised versions of its mark-up of the 4-wire DS1 loop definition and the loop qualification procedures. Cavalier also notes that, after several years of disagreement over loop conditioning prices, the FCC released prices in the previous Virginia arbitration that may apply on an interim or permanent basis to loop conditioning in Virginia. However, Cavalier is unsure of whether, when, and how these prices may apply.	Metallic Loop with Verizon-placed ISDN loop extension electronics, G) a 2W SDSL Loop with bridged tap(s) removed, at Cavalier's option, H) a 2W IDSL Loop of less than 18k ft with bridged tap(s) removed, at Cavalier's option Requests for repeaters for 2W and 4W HDSL Loops with lengths of 12k ft or more shall be considered pursuant to the Network Element Bona Fide Request process set forth in Exhibit B **11.2.12.1** - Verizon shall make Digital Designed Loops available to Cavalier at the rates as set forth in Exhibit A **11.2.12.2** - The following ordering procedures shall apply to the Digital Designed Loops A Cavalier shall place orders for xDSL Compatible Loops and Digital Designed Loops by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties B Verizon is in the process	Cavalier has not in any event, produced any cost support for different rates (*Albert Panel Direct, page 10, lines 10-12*) Verizon's proposed contract language describes precisely the loops that Cavalier orders from Verizon Verizon and Cavalier obtain access to Verizon's loop qualification database on the same terms, as the Commission has confirmed in the *Virginia § 271 Order* (*Albert Panel Rebuttal, page 6, lines 11-12*) Since each state commission sets rates based on state-specific factors, Cavalier is not entitled to receive the lowest loop conditioning rate in Cavalier's footprint (*Albert Panel Rebuttal, page 7, lines 12-19*) The Carrier-to-Carrier Guidelines compare Verizon's maintenance performance for wholesale xDSL loops to maintenance intervals for Plain Old Telephone Service ("POTS"), not, as Cavalier contends, to maintenance intervals for DS-1 (*Albert Panel Rebuttal, page 8, lines 12-20*) Verizon proposes contract language in Section 11 2 9 to allow

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	may be necessary to bring the line loss within acceptable levels Verizon will provide loop extension equipment only upon request **11.2.4** - "2-Wire ADSL-Compatible Loop" or "ADSL 2W" provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 8 Mbps toward the Customer and up to 1 Mbps from the Customer Verizon will specify to Cavalier whether the upstream and downstream ADSL power spectral density masks and dc line power limits in Verizon TR 72575, Issue 2, as revised from time to time, are met **11.2.5** - "2-Wire HDSL-Compatible Loop" or "HDSL 2W" consists of a single 2-wire non-loaded, twisted copper pair Verizon will specify to Cavalier whether the HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, Issue 2, as revised from time to time, are met **11.2.6** - "4-Wire HDSL-Compatible Loop" or "HDSL 4W" consists of two 2-wire non-loaded, twisted copper pairs that meet the carrier serving area design criteria Verizon will specify to Cavalier whether the HDSL power spectral density mask and dc line power limits referenced in Verizon TR		of conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for compatibility with ADSL, HDSL, SDSL, IDSL and ISDN signals The results of this mechanized survey will be stored in a mechanized database that is made available to Cavalier on a non-discriminatory basis Cavalier may utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL, HDSL, SDSL, IDSL or ISDN Loop provided, however, Cavalier shall request manual loop qualification or an Engineering Query if the mechanized loop qualification database is not available or if Cavalier chooses not to utilize such database Charges for mechanized loop qualification information, Engineering Query, and manual loop qualification are set forth in Exhibit A C If the Loop is not listed in the mechanized database described in section (B) above, Cavalier must request either a manual loop qualification or Engineering Query prior to or in conjunction with submitting a valid electronic	Cavalier to order a 4-wire DS-1 loop and get a 4-wire DS-1 loop Spectral density mask limitations on xDSL services are not set by Verizon, but by Industry Standards Groups in order to prevent xDSL services from interfering with other telecommunications services carried over the same loop The spectral density mask limitations that Verizon uses are in accordance with these industry standards (*Albert Panel Rebuttal, page 9, lines 10-18*) "Reach DSL" and "MVL" use loops of up to 30,000 feet Verizon has offered such loops to Cavalier in Section 11 2 12(A), but Cavalier has not ordered them Cavalier has raised this complaint before the Commission before, and the Commission held that Verizon's offering of loops over 18,000 feet was reasonable (*Albert Panel Rebuttal, page 9, line 23 to page 10, line 3*)

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	72575. Issue 2, as revised from time to time, are met		service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop The rates for manual loop qualification and Engineering Query are set forth in Exhibit A If the Loop requires qualification manually or through an Engineering Query, three (3) business days (or a shorter period if required under Applicable Law) following receipt of Cavalier's valid and accurate request will be generally required before a FOC or a query can be issued to Cavalier with the Loop qualification results Verizon may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand or other unforeseen events, unless such additional time is not permitted pursuant to an effective Commission order	
	11.2.7 - "2-Wire IDSL-Compatible Metallic Loop" consists of a single 2-wire non-loaded, twisted copper pair This UNE loop, is intended to be used with very-low band symmetric DSL systems that meet the Class 1 signal power limits and other criteria in the draft T1E1 4 loop spectrum management standard (T1E1 4/2000-002R3) and are not compatible with 2B1Q 160 kbps ISDN transport systems The actual data rate achieved depends upon the performance of Cavalier-provided modems with the electrical characteristics associated with the loop This loop cannot be provided via UDLC IDSL-compatible local loops will be provided only where facilities are available and can meet applicable specifications		D If the query to the mechanized loop qualification database or if the manual loop qualification indicates that a Loop does not qualify (e.g., because it does not meet the applicable technical parameters set forth in the Loop descriptions above), Cavalier may request an Engineering Query to obtain more information regarding the characteristics of the loop itself Subject to the terms herein, including but not limited to Section	
	11.2.8 - "2-Wire SDSL-Compatible Loop", is intended to be used with low band symmetric DSL systems that meet the Class 2 signal power limits and other criteria in the T1E1 4 loop spectrum management standard (T1E1 4/2000-002R3) This UNE loop consists of a single 2-wire non-loaded, twisted copper pair intended to meet Class 2 length limit in T1E1 4/2000-002R3 The data rate achieved depends on the performance of the Cavalier-			

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	provided modems with the electrical characteristics associated with the loop 11 2 8(a) "2-Wire ReachDSL-Compatible Loop" or "ReachDSL 2-Wire Loop" provides a channel with 2-wire interfaces at each end, which is intended to be used with low-frequency digital subscriber line services in the 16-90 kHz range which do not interfere with the transmission of voice traffic Verizon will provision ReachDSL 2-Wire Loops up to thirty-thousand feet (30,000 feet) in length without restricting the fill rate of such Loops and without otherwise limiting the number of such Loops within a particular binder group in any cables The deployed technology shall be spectrally compatible on all loop lengths as specified in ANSI T1 417-2001, Spectrum Management for Loop Transmission Systems **11.2.9** - "4-Wire DS1-compatible Loop" provides a channel with 4-wire interfaces at each end Each 4-wire channel is suitable for the transport of 1 544 Mbps digital signals simultaneously in both directions using PCM line code Verizon will provision 4-Wire DS1-compatible Loops in the same manner that it provisions such		11 2 12 2(C) above. Verizon will respond to an Engineering Query with information from Verizon cable records such as amount and location of bridged taps, number and location of load coils, location of digital loop carrier, or cable gauge at specific locations or any other reason that may be revealed through loop qualification E If Cavalier submits a service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop that has not been prequalified as required in accordance with subsection 1 2 12 2(B) above, Verizon will query the service order back to Cavalier for qualification and will not accept such service order until the Loop has been so prequalified (i e manual, mechanized, or engineering query) If Cavalier submits a service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop that is, in fact, found not to be compatible with such services in its existing condition, Verizon will respond back to Cavalier with a "Nonqualified" indicator and with information showing whether the non-qualified result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap)	

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	Loops to its retail customers **11.2.10** - "4-Wire 56 kbps Loop" is a 4-wire Loop that provides a transmission path that is suitable for the transport of digital data at a synchronous rate of 56 kbps in opposite directions on such Loop simultaneously A 4-Wire 56 kbps Loop consists of two pairs of non-loaded copper wires with no intermediate electronics or it consists of universal digital loop carrier with 56 kbps DDS dataport transport capability Verizon shall provide 4-Wire 56 kbps Loops to Cavalier in accordance with, and subject to, the technical specifications set forth in Verizon Technical Reference TR72575, Issue 3, as such issue may be revised from time to time after the Effective Date **11.2.11** - "DS-3 Loop" will support the transmission of isochronous serial bipolar data at a transmission rate of 44 736 megabits per second (MBPS) or the equivalent of 28 DS-1 channels A DS-3 Loop may use a variety of transport system technologies, including, but not limited to, asynchronous fiber optic transport systems and Synchronous Optical Network transport systems DS-3 specifications are referenced in Verizon's TR 72575, as revised from time to time Verizon shall		F Where Cavalier has followed the manual or mechanized prequalification procedure described above resulting in the determination that a Loop is not compatible with ADSL, HDSL, SDSL, IDSL or BRI ISDN service in its existing condition (e g , the results of the manual or mechanized prequalification query indicate that a Loop does not qualify due to factors such as the presence of load coils, presence of digital loop carrier, loop length (including bridged tap) or for any other reason that may be revealed through loop qualification), Cavalier, together with its order or prior to submitting an order for service, may request an Engineering Query to determine whether conditioning may make the Loop compatible with the applicable service, or if Cavalier is already aware of the conditioning required (e g , where Cavalier has previously requested a manual loop qualification or an Engineering Query), Cavalier may submit a service order for a Digital Designed Loop Verizon will undertake to condition or extend the Loop in accordance with this Section 11 2 12 upon receipt of Cavalier's valid, accurate and pre-qualified service order for a Digital Designed Loop	

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	provide Cavalier with access to a DS-3 Loop only from a Serving Wire Center that is equipped to provide such loop and only where necessary facilities are available

11.2.12 - For all DSL-compatible loops provided by Verizon to Cavalier, whether in a form described in section 11 2 of this Agreement or in the DSL, ADSL, or RADSL forms available through ordering forms on Verizon's graphical user interface (GUI) or otherwise, Verizon shall respond to trouble tickets or trouble reports and to Cavalier's requests for dispatch or repair services, within the same time intervals that Verizon responds to trouble tickets or trouble reports, or requests for dispatch or repair services, for DS-1 circuits

See also Section VI of Exhibit A to Proposed Agreement filed August 1, 2003 | | G   Once a Loop has been pre-qualified, Cavalier will submit a Service Order pursuant to Section 11 2 12 2(A) above if it wishes to obtain the Loop   If the Loop is determined to be compatible with ADSL, HDSL, SDSL, IDSL or BRI ISDN service in its existing condition and if the Loop serving the serving address is usable and available to be assigned as a ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop, Verizon will initiate standard Loop provisioning and installation processes, and standard Loop provisioning intervals will apply   If the Loop is determined to be compatible with ADSL, HDSL, SDSL, IDSL or BRI ISDN service in its existing condition, but the Loop serving the service address is unusable or unavailable to be assigned for such purpose, Verizon will search the Customer's serving terminal for a suitable spare facility   If a Loop compatible with ADSL, HDSL, SDSL, IDSL or BRI ISDN service is found within the serving terminal, Verizon will perform a Line and Station Transfer (or "pair swap") whereby the Verizon technician will transfer the Customer's existing service from one existing Loop facility onto an alternate existing xDSL compatible Loop facility serving the same location   Verizon performs Line | |